

debtor; and it also appearing, that the guardian of the infant heirs had come in, and asked to have the surplus paid to him; that a large sum had been ordered to be paid to him; and that *Booth*, the purchaser, was then dead, it became necessary to ascertain the amount of the purchase money then due; and also from whom it was to be collected.

Considering a trustee, appointed to make a sale under a decree, as an officer or agent of the court, bound by the terms and manner of his appointment, to obey its orders; and to hold himself ready to account at all times and immediately when called on; and holding, on the death of such a trustee, that his responsibility, so far as regards any property which may have come to his hands, in virtue of the trust reposed in him, devolves upon his personal representatives; the court deemed it to be entirely within the scope of its powers; and also to be most beneficial for all concerned to proceed in a summary way against the administrator of this deceased trustee. (b) Accordingly, upon an order to shew cause, *Henry G. Garner*, the administrator of the trustee *James Cook*, deceased, without objecting to the legality of such a mode of proceeding, as indeed he could not, answered so fully as to shew, admitting the truth of the circumstances set forth by him, that his intestate had fully discharged his duty in all respects; and the truth of his answer not having been controverted, the proceedings against him were thus, at once, brought to a close; and he too was thus discharged from all concern with any further proceedings in the case.

But on its being also alleged by the heirs of the intestate *Jordan*, that there was a large amount of the purchase money unpaid; it was found that the court could not deliver itself of the property which it had undertaken to administer, without calling on the purchaser to pay what remained due; and on his failing to do so, to proceed against him. According to the principles of the English adjudications there could be no doubt, that the purchaser himself might, by a summary proceeding, at the instance of any one interested, be compelled to comply with his contract, and pay the purchase money. This court, it was confidently believed, might, upon similar principles, proceed in a like summary manner to enforce the payment of the purchase money. (c) And it could have

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(b) *Williamson v. Wilson*, 1 Bland, 435; Gilb. Execu. 17.—(c) *Andrews v. Scotton*, 2 Bland, 629; *Casamajor v. Strode*, 1 Cond. Cha. Rep. 195.